

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

SAPPINGTON GARDEN, LLC and §
CELTIC REALTY ACQUISITION, LLC, §
Plaintiffs §

V. §

Civil Action No. _____

UNITED STATES OF AMERICA, §
SECRETARY OF THE TREASURY §
STEVEN MNUCHIN and SECRETARY §
OF HOUSING AND URBAN §
DEVELOPMENT DR. BENJAMIN §
CARSON, in their official capacities, §
Defendants §

**DECLARATION OF JOHN RIDGWAY
PURSUANT TO 28 U.S.C § 1746**

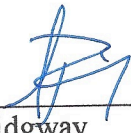
STATE OF TEXAS §
COUNTY OF MONTGOMERY §

I, John Ridgway, Managing Member of Celtic Realty Acquisition, LLC ("Celtic"), have the authority to execute this declaration in support of Plaintiff's Original Complaint for Declaratory and Injunctive Relief filed by Celtic in the above cause. I attest that the statements provided below are truthful and accurate, to the best of my knowledge, and after reasonable inquiry:

1. Plaintiff Celtic Realty Acquisition, LLC is a Texas limited liability corporation with its principal place of business in Montgomery County, Texas. Celtic Realty Acquisition, LLC was incorporated under the laws of Texas in 2014. Celtic Realty Acquisition is made up of under a dozen small individual investors.
2. Celtic owns and operates an award-winning apartment complex in Conroe, Texas called The Grove on Gladstell. It has 52 units and offers one- and two-bedroom apartments at a price point that attracts many blue collar and hourly workers.

3. When Celtic purchased The Grove on Gladstell in August of 2014, the complex was not only in bad shape – it was in foreclosure. Celtic put almost as much money into rehabilitating the complex as purchase price. After three years of renovation, The Grove at Gladstell was named the 2017 Property of the Year by both the Houston Apartment Association and the National Apartment Association.
4. Celtic is committed to our community of tenants, and has been communicating with its tenants during the COVID-19 pandemic. Celtic adopted a “Pay Us When You Get Paid” program and has offered rent forbearance and waiver of late fees to any tenant financially impacted by the pandemic, so long as they communicate with the management office, agree to pay when they are able, and then make rent payments if they return to work or receive unemployment benefits or stimulus funds.
5. There are two tenants that have refused to communicate with the management office and have refused to pay rent. One has refused without explanation to apply for unemployment benefits or any other of assistance, despite referrals from Plaintiff Celtic, after being furloughed. The other tenant claims to have been denied unemployment benefits and that no stimulus check was received, but didn’t respond when we asked for an explanation.
6. Celtic Realty and the Grove at Gladstell have two residents that receive rent assistance through a Section 8 voucher program. These two tenants are current on their rent and are not at risk for eviction. Celtic Realty has not received any tax credits or other direct federal housing program support and does not participate in any other housing program listed in Section 4024(a)(2)(A) of the CARES Act. Celtic Realty has not requested mortgage forbearance under Section 4023 of the CARES Act.
7. Celtic Realty has a federally-backed mortgage on the Grove at Gladstell, but there is nothing in the loan documents that says that by entering into the mortgage, Congress or federal agencies could impose future regulatory demands that would prevent any steps to pursue eviction under our leases. The leases with our tenants allow Celtic to pursue eviction proceedings under Texas law if tenants fail to pay rent or make other arrangements.

I declare under penalty of perjury that the foregoing is true and correct. Executed on the 23rd day of June, 2020



John Ridgway